of free and convenient access from one part of the farm to the other, and should last only so long as the necessity which gave the right its birth. *Scott* v. *Moore,* 98 Va. 668; *Marino* v. *Central R. R. Co.,* supra.

EVIDENCE — VARYING WRITTEN CONTRACT BY PAROL EVIDENCE. — Plaintiff sues to recover the price of outside building material furnished the defendant in pursuance of what appeared on its face to be a complete and valid written contract. At the same time another contract, also complete and valid on its face, was executed wherein the plaintiff agreed to furnish and erect certain inside material for the defendant at a stated consideration. The trial court admitted evidence offered by the defendant to show that the outside material specified in the writing sued upon was to be furnished without charge in consideration of his entering into the second contract for inside material, and that the amount paid for the latter was the consideration for both, also that he signed the writing only to enable the plaintiff to meet some trade requirement. *Held* (two justices dissenting) that this was error because the parol evidence varied the terms of a written contract. *Kinnear & Gager Mfg. Co.* v. *Miner* (Vt. 1914), 92 Atl. 459.

The rule is well established that parol evidence is inadmissible to vary or contradict the terms of a valid written instrument. *Muhlig* v. *Fiske,* 131 Mass. 110; *Cook* v. *First Nat. Bank,* 90 Mich. 214; *Snowdon* v. *Guion,* 101 N. Y. 458; *Bast* v. *Bank,* 101 U. S. 93. But the rule is inapplicable to two general classes of cases. First. Those cases in which parol evidence is received to show that that which purports to be a valid written contract is in fact no contract at all, as where some condition precedent to the inception of the obligation has not been performed. *Pym* v. *Campbell,* 6 El. & Bl. 370; *Kelly* v. *Oliver,* 113 N. C. 442; *Wilson* v. *Powers,* 131 Mass. 539; *Ada Dairy Assn.* v. *Mears,* 123 Mich. 470. Second. When the writing in question does not purport to contain all of the stipulations between the parties, parol evidence is admissible to show such additional stipulations as are not inconsistent with the writing. *Thomas* v. *Scutt,* 127 N. Y. 133; *Hutchinson Mfg. Co.* v. *Pinch,* 107 Mich. 12. But the principal case does not involve the question of partial integration, for this is not an attempt on the part of the defendant to show an extrinsic agreement dealing with a subject in reference to which the parties have no written evidence, for there is a written contract for the inside material which, however, is silent as to the alleged agreement. Since, therefore, the parties have expressly dealt with the matter in the written contract that contract should be conclusive. *Stein* v. *Fogarty,* 4 Ida. 702; *Mumford* v. *Tolman,* 157 Ill. 258; *Seitz* v. *Brewers Machine Co.,* 141 U. S. 510. The effect of the defendant's evidence was to show that a writing purporting on its face to be an independent, complete contract was in fact not so because of a condition subsequent not contained in the writing. Such evidence is so inconsistent with the writing sued upon that it virtually abrogates the contract which it evidenced. The decision of the court excluding the evidence would, therefore, seem to be sound. *Conner* v. *Carpenter,* 28 Vt. 237; *Aultman & Taylor* v. *Gorham,* 87 Mich. 233; *Foster* v. *Jolly,* 1 C. M. & R. 703.